

AGREEMENT

This Agreement for Park Avenue Decorative Lighting and Maintenance ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the Town of Lake Park Community Redevelopment Agency, located at 535 Park Avenue, Lake Park, Florida 33403, and Shellard Lighting Designs, LLC., located at 2310 Pinewood Lane, West Palm Beach, FL 33415, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (the CRA) has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, The CRA is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the CRA solicited quotes from companies pursuant to a Request for Quote (RFQ 105-2025) for services to install and maintain decorative lighting along Park Avenue from 7th to 10th Street; and

WHEREAS, the CRA received only one quote, that being from Shellard Lighting Designs, LLC (the Quote) to provide the CRA services for the installation and maintenance of decorative lighting (the Services) along Park Avenue from 7th to 10th Street; and

WHEREAS, pursuant to the Quote, the Contractor has agreed to provide the Services in the amount of \$12,855 for the initial installation of lighting and thereafter a monthly fee of \$150 for maintenance; and

WHEREAS, the CRA has determined that the Services to be provided meet the CRA's requirements for Park Avenue Decorative Lighting Installation and Maintenance; and

WHEREAS, the CRA has determined that the Contractor's Quote was responsive and that the Contractor is qualified to perform the services solicited.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the CRA and the Contractor agree as follows:

1. Recitals:

The recitals are true and correct and are incorporated herein.

2. Scope of Services.

- a. The Contractor agrees to provide to the CRA services for the installation of decorative lighting along Park Avenue from 7th Street to 10th Street and thereafter to maintain the lighting for \$150 per month during the term of the Agreement. A copy of the response to Request for Quote (RFQ 105-2025 is attached hereto and incorporated herein as Exhibit A.

3. Term.

- a. The term of this Agreement shall begin upon execution by both parties and shall be for three years. The Town may elect to renew the Agreement for two additional three year terms, by notifying Contractor.

4. Consideration.

- a. The CRA agrees to pay the Contractor according to the pricing structure established in the Quote. Payments by the CRA shall be made upon its determination that a proper invoice has been submitted.

5. Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.

- a. The Contractor shall maintain records pertaining to its performance of the Services and shall upon the reasonable request of the CRA provide it with access to the records it maintains. Upon the request of the CRA, the Contractor shall transfer any records it is maintaining associated with the Services at no cost, to the CRA upon the termination of the Agreement and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically shall be provided to the CRA in a format compatible with the CRA's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the CRA or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the CRA shall have the right to audit the Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one year after completion of this Agreement. The CRA or its designated agent may perform this audit.

7. Public Records.

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the Services.
- b. Upon the request of the CRA's custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the final Term pursuant to this Agreement, the Contractor shall transfer, at no cost, to the CRA all public records in its possession, or keep and maintain the public records associated with the Services for such time as required by law. If the Contractor transfers the public records to the CRA, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. The Consultant acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.

COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and

advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.

PROFESSIONAL LIABILITY INSURANCE in the minimum amount of \$1,000,000 per occurrence

BUSINESS AUTO LIABILITY with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The CRA shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

- b. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.
- c. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- d. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.
- e. Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the written notice of termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the state of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal courts of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

BY: _____

Vivian Mendez, Town Clerk

LAKE PARK CRA:

BY: _____

Roger Michaud, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____

Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025,
by Roger Michaud, Chair of the Lake Park CRA, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR

Shellard Lighting Displays, LLC

By: _____

Its: _____

Printed

#6022874 v1 26508-00003

EXHIBIT

A



Request For Quote:

(RFQ) 105-2025

Park Avenue Decorative Lighting Installation and Maintenance

On Park Ave, between 7th and 10th Shellard Lighting will provide year round lighting on the light poles and palm trees. The poles and trees will be decorated with RGB LED coaxial lights. They have several functions and color capabilities. Red lights for Valentines Day, green for St. Patricks Day and red, white and blue for July 4th.

- **Functions:** Steady, Color Change, Jump, Fade, Flash Warm White, Chase, Flash Out, and Flash Opal
- **Color Options:** Red, Blue, Green, Berry, Warm White, Harvest, Aqua, Opal and Multi

Area A: Light Poles



1. Shellard Lighting will wrap the 21 light poles with 4" RGB LED coaxial lights. Each pole will receive 2 sets of lights and 1 RGB controller.
 - 42 RGB sets total
 - 21 RGB controllers

INITIAL INSTALL COST: 21 light poles at \$110.00 a pole = \$2310.00

Area B: Medjool Palms



1. There are two pedestrian cross walks that feature dual mejool palm trees on each side for a total of eight palms. These trunks will be lit with 6" RGB LEDs.

- 71 sets total
- 8 RGB controllers

71 sets at \$47.50 a set = \$3372.50

8 controllers at \$15.00 each = \$120.00

INITIAL INSTALL COST: \$3492.50

Area C: Royal Palms In Median



1. Down this stretch of road there are 11 royal palm trees in the medians. We will light the trunks with 6" RGB LEDs.

- 145 sets total
- 11 RGB controllers

145 sets at \$47.50 a set = \$6887.50

11 controllers at \$15.00 each = \$165.00

INITIAL INSTALL COST: \$7052.50

There will be a 3 month warranty on all materials and labor. We will provide monthly care and maintenance for all items lit. This will include a once per month drive through to ensure;

- All light strands on all poles and trees are in proper working condition
- Replace any damaged strands
- Replace and blown fuses
- Fix any sliding sets

COST: Monthly Drive Through = \$150.00

COST: Replacement Strand = \$47.50

COST: Replacement Controller = \$15.00

LABOR COST; \$65.00/hour

We recommend a rewrap of the lights on all palm trees every 6-8 months. As the palms grow the tension on the strands increases causing them to rip. A rewrap resets the tension from the growth of the trees.

REWRAP COST FOR MEDJOOLS: \$603.50 plus any replacement sets if needed

REWRAP COST FOR ROYALS: \$1232.50 plus any replacement sets if needed

Proof of Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pettineo Insurance Agency, Inc 2428 E Commercial Blvd Fort Lauderdale FL 33308		CONTACT NAME: Customer Service PHONE (A/C, No, Ext): 954-493-9424 FAX (A/C, No): 9544939424 E-MAIL ADDRESS: coi@pettineo.com															
INSURED Shellard Lighting Designs, LLC. 2310 Pinewood Lane West Palm Beach FL 33415		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Heritage Property & Casualty Insurance Company</td> <td>14407</td> </tr> <tr> <td>INSURER B: Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Heritage Property & Casualty Insurance Company	14407	INSURER B: Technology Insurance Company, Inc.	42376	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Heritage Property & Casualty Insurance Company	14407																
INSURER B: Technology Insurance Company, Inc.	42376																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HCR011676	10/09/2024	10/09/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Primary & Non Contributory	Y	Y				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC4501167	09/25/2024	09/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER ALSO LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

Lake Park CRA and the Town of Lake Park 535 Park Ave West Palm Beach FL 33403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Louise Reid</i>
-----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD